Appendix for .YACHTS

This appendix only concerns the registration and administration of domain names with the endings .YACHTS

Preliminary Remark:

Key-Sytems GmbH through 1API GmbH is a partner registrar of DERYachts, LLC for the TLD .YACHTS

RSP and Key-Sytems GmbH agree that RSP can register, renew, transfer and administer domain names under .YACHTS for his customers through 1API.

The following paragraphs apply:

§ 1. Registration Requirements

All partner registrars and resellers of TLDs provided by DERYachts, LLC domain names are committed to these terms and conditions. Each customer who registers a domain name has to accept the following terms and conditions. RSP is committed to bind his customers according to these regulations.

Policies for .YACHTS, currently available under: => <u>http://domains.yachts/Policies</u>

ELIGIBILITY:

RSP will ensure through it's Registration Agreement that the registrants acknowledge and agree, that to register, renew, or accept the transfer of a .YACHTS domain name, registrant be an individual or a legal entity with a bona-fide nexus to the .YACHTS sector. This connection means that the registrant of the domain name must be able to reasonably demonstrate a link or an interest to the Relevant Sector at the time of registration and throughout the duration of the .YACHTS domain name registration.

Please find more information regarding the relevant Sector in the registration Policy:

=> <u>http://domains.yachts/Policies</u>

The general terms and conditions and domain registration policies of HEXONET also apply:

- => https://www.hexonet.net/legal/gTLD_domain_registration_policies_na
- => https://www.hexonet.net/legal/gTLD_domain_registration_policies_eu
- => https://www.hexonet.net/legal/service-agreements

Furthermore the general terms and conditions and domain registration policies of 1API also apply:

- => <u>https://www.1api.net/legal/gtld_domain_registration_policies</u>
- => <u>https://www.1api.net/legal/terms-of-service</u>

INDEMNIFICATION:

RSP will ensure through it's Registration Agreement that the registrants indemnify, defend and hold harmless DERYachts, LLC and its subcontractors, and also the directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name. This indemnification obligation survives the termination or expiration of the registration agreement.

§ 2. Domain-Name Dispute Resolution

The registry has adopted the Uniform Domain Name Dispute Resolution Policy established by ICANN and encourages third parties to resolve disputes with registrants through the process described in the Uniform Domain Name Dispute Resolution Policy.

=><u>http://www.icann.org/en/help/dndr/udrp/policy</u>

The Uniform Rapid Suspension System also applies:

=><u>http://newgtlds.icann.org/en/applicants/urs</u>

§ 3. Transfer of Domain-Names Transfer Policy

In order to transfer a domain, the RSP of the customer must provide evidence of permission, either through the client directly or through an administrative contact. RSP will support 1API with the registrar-transfer either to or from 1API upon requirement, according to the Transfer-Policies of DERYachts, LLC and ICANN.

§ 4. Prohibited Content and Use

The .YACHTS Acceptable Use Policy has specific prohibitions regarding the use of a domain name under .YACHTS. RSP will inform all registrants about the terms of the Abuse policy: => <u>http://domains.yachts/Policies</u>

§ 5. Duration

The registration or renewal of registration can take place for time periods between 1 and 10 years, in annual steps.

§ 6. Fees

RSP will ensure through it's Registration Agreement that the registrants acknowledge and agree, that domain names may be variably priced under .YACHTS. This may also apply to transfers and renewals.

The prices of a standard registration and included services can be viewed directly through the WebInterface under the respective Top-Level-Domain. Premium prices will be provided upon request.

All costs will be charged in USD, meaning that when registering a Domain we will automatically exchange the respective fee into USD according to the daily exchange rate of the European Central Bank (ECB)

V.A.T. only applies to RSPs who have their corporate office in Germany or to RSPs within the European Union, who do not possess a valid V.A.T. ID. The V.A.T. Is not applicable to RSPs outside the European Union.

Individual pricing agreements, especially generalized pricing schedules that have been agreed upon prior to the availability of this TLD do not apply to the TLD(s) under this appendix. Only the prices listed in the account or individually agreed upon prices that explicitly refer to this/these TLD(s) apply